

**STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES ENTERPRISE**

**REQUEST FOR PROPOSALS
RFP70400S027**

Consolidation Analysis Project

The State of Iowa, Department of Administrative Services (DAS) shall be receiving sealed proposals for services of an Independent Consultant to provide an analysis of the impact of full or partial consolidation of Information Technology (IT) Services and Staff. Proposals shall be accepted until **3:00 p.m.**, local Iowa Time on the RFP Due Date at the State of Iowa, Department of Administrative Services, General Services Enterprise, Hoover State Office Building, 1305 East Walnut Street, Des Moines, Iowa, 50319-0105.

See the attached pages for detailed requirements of the Request for Proposal (RFP).

For further information regarding the RFP, refer to RFP70400S027 throughout the competitive acquisition process and contact only the RFP issuing officer:

Jeanette Chupp, C.P.M.
Purchasing Agent III
Iowa Department of Administrative Services
General Services Enterprise
Hoover State Office Building –Level A
1305 East Walnut Street
Des Moines, Iowa 50319-0105
Phone: 515-281-6288
Fax: 515-242-5974
E-mail: Jeanette.Chupp@iowa.gov

This RFP is available electronically in MS Word Format.

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CHAPTER 1 - ADMINISTRATIVE ISSUES

Glossary of Terms

AFSCME – American Federation of State, County and Municipal Employees, a union of state employees associated with Iowa State Government.

CIO Council – Chief Information Officer Council, an association of CIOs within Iowa State Government.

DAS – Department of Administrative Services, an agency within the Executive Branch of Iowa State Government. The division within DAS directly coordinating the EIP Assessment is the Information Technology Enterprise.

DAS-HRE or HRE – Department of Administrative Services-Human Resources Enterprise. A division within DAS, an agency within the Executive Branch of Iowa State Government. The division's primary responsibility is human resources management.

DAS-ITE or ITE – Department of Administrative Services – Information Technology Enterprise. A division within DAS, an agency within the Executive Branch of Iowa State Government. The division's primary responsibility is information technology. Included among the organization's IT resources is a mainframe data center.

DOT – Department of Transportation, an agency within the Executive Branch of Iowa State Government. Included among the organization's IT resources is a mainframe data center.

EIP or EIP Assessment – Enterprise Infrastructure and Personnel Assessment

EIP project team –project team of ITE employees involved in EIP Assessment project.

Enterprise open systems/servers and desktops – the area of information technology within Iowa State Government primarily concerned with servers, as opposed to the mainframe computer functions.

Fully accepted – The final stage of the project, where the State of Iowa has received and approved the final report. The contract is deemed complete when the State of Iowa approves all contract deliverables have been satisfied.

Infrastructure support and facility issues – a section of the IT spreadsheets collected by ITE for the EIP Assessment, and this section of the spreadsheet is concerned with areas such as utilities and power costs for HVAC, UPS, generators, batteries, electrical switches, disaster recovery and other related IT areas.

IT - Information Technology

IT personnel – Those personnel within an organization providing IT services to an organization. Some personnel may have an actual IT job classification while

others may not. This is the people side of providing IT services to an organization.

IT services – Those services within an organization provided by IT staff or an IT area. These services include but are not limited to help desk, desktop support, server support, network functions, programming and other IT services.

IT spreadsheets – These spreadsheets will be collected by ITE as part of the EIP Assessment and contain a variety of information technology data from the organizations within Iowa State Government.

ITE – Information Technology Enterprise, a division within DAS, an agency within the Executive Branch of Iowa State Government. Included among the organization's IT resources is a mainframe data center. See DAS-ITE.

IUP – Iowa United Professionals, a union associated with Iowa State Government for social workers.

IWD – Iowa Workforce Development, an agency within the Executive Branch of Iowa State Government. Included among the organization's IT resources is a mainframe data center.

Major application/database profiles and descriptions - a section of the IT spreadsheets collected by ITE for the EIP Assessment. This section of the spreadsheet is concerned with application/database type (i.e. proprietary, etc), platforms, interdependencies/interfaces, distribution, age, and other related IT areas.

Major business and customer requirements – general business processes, methods or activities that have a major impact on department's internal operations and/or interactions with external customers and are required by statute, rule, or professional standards of practice. These requirements are to be collected by the Contractor in an interview process with each organization.

Occupancy costs – a section of the IT spreadsheets collected by ITE for the EIP Assessment, and this section of the spreadsheet is concerned with IT areas such as environmental controls, recent improvements, renovation costs and other related IT areas.

Participating organizations – the organizations within Iowa State Government participating in the consolidation study. Iowa State Government is composed of three branches: Executive, Judicial and Legislative. Participation in the consolidation study is mandatory for Executive Branch agencies with the exception of the Board of Regents and associated institutions. Participation is optional for the Judicial and Legislative Branches. The Executive Branch is composed of a number of agencies organized to support specialized functional requirements. Many of the organizational units have diverse statutory and customer requirements which are reflected in their organizational arrangement of divisions, bureaus, and other work units.

Personnel counts and costs – a section of the IT spreadsheets collected by ITE for the EIP Assessment, and this section of the spreadsheet is concerned with statistics on personnel for state full-time equivalents (FTEs), (both DAS-HRE IT classifications and other DAS-HRE classifications used within the IT area of an organization) and contractor resources. The personnel statistics shall be organized within areas such as operations support, desktop support, helpdesk, and other related IT areas.

Process Model – Process modeling and process mapping are considered synonymous conceptual terms. Process mapping is a method of visually articulating how work flows through an organization. It paints a picture of the way things get done. It involves gathering data, analyzing that data, adjusting the process based upon results, and then effectively deploying, monitoring and enforcing the new process.

Project steering committee – a committee associated with the EIP Assessment and made up of members associated with the following: ITE, CIO Council, union representatives, and other groups concerned with the outcome of this project.

RFP – Request for Proposal

SLA – Service Level Agreement

Sound/recognized business rules and processes - A set of serial or parallel activities with effective decision points as part of an efficient workflow resulting in cost savings and output to support customer needs and requirements. Business rules are supporting descriptions tied to process maps used for designing new technological and manual solutions to support customer needs and requirements.

SPOC – State Peace Officers Council, a union associated with Iowa State Government for members of the State Police.

State's Project Manager – The coordinator of the EIP Assessment project, an employee within ITE.

Technology spending and utilization – a section of the IT spreadsheets collected by ITE for the EIP Assessment, and this section of the spreadsheet is concerned with IT areas such as processor, tape storage, system software, licensing, architecture and other related IT areas.

Vendor/Contractor – a company responding to this RFP, to whom the State may issue a contract for the services requested herein.

Work Plan – a detailed description of a program of action which outlines the items, tasks and schedules to be performed by the Contractor to complete the EIP Assessment deliverables.

1.0 - Purpose and Background

The purpose of this RFP is to solicit proposals from qualified vendors to provide an analysis of the impact of full or partial consolidation of Information Technology (IT) services and staff.

The intent of this RFP is to award a contract to one (1) responsible vendor whose proposal, conforming to this RFP, is most advantageous to the State, in terms of price and other factors as defined in this RFP document.

1.1 - Schedule of Events

A. The Department of Administrative Services (DAS) releases the RFP October 8, 2003.

B. On or before **October 22, 2003**, Vendors who intend to submit a proposal shall provide a ***Proposal Intent Memo*** in writing, on their company letterhead. This ***Proposal Intent Memo*** does not obligate the Vendor to submit a proposal or attend the mandatory Vendors' Conference. After the Mandatory Vendors' Conference RFP Addendum(s) and information shall be released only to the individual person identified in your ***Proposal Intent Memo***.

The ***Proposal Intent Memo*** shall identify:

- a.) your company's individual contact person (for purposes of this proposal) who shall attend the Mandatory Vendors' Conference and to whom all future RFP information and notices shall be released.
- b.) your contact person's company name, mailing address, phone number, fax number and e-mail address.
- c.) Itemized list of questions pertinent to this RFP and/or requests for interpretation or clarification concerning this RFP you would like answered at the Mandatory Vendors' Conference.
- d.) Itemized list of any additional Baseline Information (in addition to that specified in *Section 3.2, Sub-Section A.*) which would assist your company in performing the services requested herein.

The Proposal Intent Memo shall be returned to the RFP issuing officer in writing, preferably by E-Mail at Jeanette.Chupp@iowa.gov

C. A **MANDATORY vendor's conference** shall be held at **3:00 PM, local Iowa time, on Tuesday, October 28, 2003**, in the Information Technology Enterprise Main Conference Room in the Hoover State Office Building, Level B (2-floors below street level) at 1305 East Walnut Street, Des Moines, Iowa. Attendance at the conference is mandatory. Space is limited and we request only one (1) representative from each company attend. The purpose of the vendors' conference is to review the RFP document and provide answers to questions pertinent to the RFP. Verbal discussions at the vendors' conference shall not be considered part of the RFP unless confirmed in writing by an Addendum to this RFP and thereby incorporated into this RFP. The vendors' conference shall not

be recorded. Information addressed at the conference which is pertinent to this RFP shall be addressed in Addendum(s) to the RFP.

- D. Vendors are invited to submit additional written questions and/or requests for interpretation or clarification concerning this RFP within two (2) working days following the Mandatory Vendors' Conference to the RFP issuing officer, preferably by E-Mail to Jeanette.Chupp@iowa.gov. Answers to questions pertinent to this RFP shall be addressed in Addendum(s) and released/addressed only to the person/company identified in the Vendor's Proposal Intent Memo.
- E. The State shall issue responses to written questions and requests for interpretation or clarifications pertinent to the RFP in the form of Addendum(s) to the RFP on or before **November 4, 2003**. The Addendum(s) shall be released/addressed only to the person/company identified in the Vendor's Proposal Intent Memo.
- F. Proposals shall be received by the Department of Administrative Services, General Services Enterprise no later than 3:00 p.m., local Iowa time on Thursday, November 20, 2003. Late proposals, faxed proposals, e-mailed proposals and proposals provided on forms printed from any internet web-site shall not be accepted.
- G. An RFP Abstract Form shall be completed with the names of all Vendors who submitted timely proposals on the day following the proposal due date. The RFP Abstract form shall be released via fax or e-mail to all responding Vendors. The RFP Abstract Form shall indicate only the receipt of each Vendor's RFP Response package.
- H. Proposals shall be held firm and irrevocable, and may not be withdrawn by prospective Vendors for a period of ninety (90) calendar days following the proposal due date. In the event the State and the awarded Vendor are negotiating an agreement after the ninety (90) days have elapsed or the date on which any appeals relative to this procurement are resolved, whichever is later, the Vendor agrees to hold its offer firm pending execution of an agreement with the State.
- I. The evaluation committee shall review all proposals for compliance with "Proposal Instructions". Those proposals which are not compliant with the "Proposal Instructions" shall be returned to the issuing officer. Those proposals which are compliant with the "Proposal Instructions" shall be evaluated and scored by the evaluation committee.
- J. If the evaluation committee deems it is necessary, they **reserve the right** to request oral presentations and conduct a "Best and Final Offer" process with no more than two (2) vendor finalists whose RFP response packages scored the highest.
- K. The State of Iowa shall release a "Notice of Intent to Award" to all responding Vendors, identifying the single awarded Vendor. The Notice of Intent to Award

- shall be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall commence. If the apparent successful vendor fails to deliver an executed contract within 90 days from the date of award, the State, in its sole discretion, may cancel the original award and award the contract to the next highest ranked vendor or withdraw the RFP. Before the "Notice of Intent to Award" is issued all details of proposals and scoring remain confidential. After the "Notice of Intent to Award" is issued all proposals and scoring immediately become public information pursuant to section 1.11.
- L. A vendor whose proposal has been timely filed and who is aggrieved by the RFP award, may appeal the decision by filing a written notice of appeal (in accordance with 401-9.9 Iowa Administrative Code) to: Mollie Anderson, Director of the Department of Administrative Services, Hoover State Office Building, Level A, Des Moines, Iowa, 50319-0104. The notice shall be filed within five (5) days of the date of the Notice of Intent to Award, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to FAX #515-242-5974. The notice of appeal must clearly and fully identify each issue being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. The notice of appeal may not stay negotiations with the apparent successful vendor.

1.2 - Inquiries

- A. All inquiries concerning this RFP shall be submitted in writing to the issuing officer:
Jeanette Chupp, Purchasing Agent III
Iowa Department of Administrative Services, General Services Enterprise
Hoover State Office Building – Level A, 1305 East Walnut Street
Des Moines, Iowa 50319-0105
Phone: 515-281-6288 Fax: 515-242-5974
E-mail: Jeanette.Chupp@iowa.gov
- B. During the procurement, including any period of evaluation, the Vendors shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a Notice of Intent to Award may result in disqualification.
- C. In NO CASE shall verbal communications override written communications.
Only written communications are binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written Addendum(s) to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in Addendum(s). Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal.

1.3 – Preparation of the Proposal

The “Official Proposal” must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers provided to questions asked in the RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

1.4 - Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals shall address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

1.5 - Costs of Preparing the Proposal Response Package

The costs of preparation and delivery of the proposal response package are solely the responsibility of the Vendor.

1.6 – Amendment(s) to the RFP and Proposal Response Package and Withdrawal of Proposals

The State reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of all Addendum(s) in their proposal response package.

The Vendor may amend their proposal at any time prior to the proposal due date/time. The amendment(s) must be in writing, signed by the Vendor and received prior to the proposal due date/time via mail, courier or in-person. Faxed or e-mailed proposal amendment(s) shall not be accepted.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals via mail, courier or in-person. Faxed or e-mailed requests to withdraw proposals shall not be accepted.

1.7 - Rejection of Proposals

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may be rejected outright and not evaluated for any one of the following reasons:

- a) The Vendor fails to deliver the proposal response package on or before the proposal due date and time.
- b) The Vendor fails to deliver the cost proposal in a separate envelope.
- c) The Vendor’s response limits the rights of the State of Iowa.
- d) The Vendor fails to respond to the Agency's request for information, documents, or references.

- e) The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- f) The Vendor's proposal is not signed by an officer of the Vendor's firm.
- g) The Vendor initiates unauthorized contact regarding the RFP with state employees.
- h) The vendor provides misleading or inaccurate responses.

1.8 - Proposal Obligations

The content of the proposal and any clarification thereto submitted by the successful Vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract(s).

1.9 - Date, Time and Place to Submit Proposal Response Package

The Official Proposal Response Package shall be completed in the proposal format set forth in Chapter 4. The Official Proposal Response Package, shall be delivered on or before the time and date set for receipt of proposals in the "Schedule of Events" to:

Jeanette Chupp, Purchasing Agent III
Iowa Department of Administrative Services
General Services Enterprise
Hoover State Office Building – Level A
1305 East Walnut Street
Des Moines, Iowa 50319-0105

Late proposals, faxed proposals, e-mailed proposals and proposals submitted on forms printed from any internet web-site shall not be considered.

1.10 - Certification of Independence and No Conflict of Interest

By submission of a response to this RFP, the Vendor certifies the proposal was developed independently. The Vendor also certifies no relationship exists or shall exist during the contract period between the Vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State.

1.11 – Public Records and Requests for Confidentiality

- A. Before the Notice of Intent to Award is issued all details of proposals and scoring shall remain confidential. Upon issuance of a Notice of Intent to Award all proposals and scoring immediately become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. The State may treat all information

submitted by a Vendor as public information unless the Vendor properly requests that information be treated as confidential at the time of submitting the proposal.

- B. Any requests for confidential treatment of information must be included in a cover letter with the Vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the State concerning the confidential status of the materials.
- C. Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D. In addition to marking the material as confidential material where it appears, the Vendor must submit one hard copy, and one soft copy on CD, of the proposal and marked '**Public Copy**' from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' be submitted with the cover letter and will be made available for public inspection.
- E. An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential.
- F. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the State as a waiver of any right to confidentiality which the Vendor may have had.

1.12 – Proposal Property of the State

All proposals become the property of the State of Iowa and shall not be returned to the Vendor unless all proposals are rejected. In the event all proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the State for return of the proposals submitted. In the event no shipping instruments are received by the State, the proposals will be destroyed by the State. Additionally, the evaluation documents created by the State will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.13 – Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

1.14 – Gratuities

The laws of the State of Iowa prohibit the offering, promising, or giving anything of value or benefit to a state employee with the intent to influence the employee's acts, opinion, judgment or exercise of discretion with respect to the employee's duties. Evidence of violations of this statute shall be turned over to the proper prosecuting attorney. Attn: DAS provides reimbursement to its employees for their transportation, lodging, meals and miscellaneous expenses deemed necessary for this project.

1.15 – Conflicts between Terms

The State reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by the State, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with the Vendor regarding contract terms which do not materially alter the substantive requirements of the RFP or the contents of the Vendor's proposal.

1.16 – Iowa Statutes and Rules

Iowa Code chapters 18, and Iowa Administrative Code (IAC) Chapter 401, contain policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of this RFP, the resulting contract or activities based upon this RFP shall be construed in accordance with the laws of the State of Iowa.

1.17 – News Releases

News releases or other materials made available to the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of Administrative Services (DAS), General Services Enterprise.

1.18 – Copy Rights

By submitting a proposal the Vendor agrees the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying

shall not violate the rights of any third party. The State shall have the right to use ideas or adaptations of ideas, which are presented in the proposals.

1.19 – Release of Claims

With the submission of a proposal, each Vendor agrees it shall not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.20 – Vendor Qualification Requirement

Prior to execution of a contract with a successful Vendor, the successful Vendor shall be qualified to do business with the State of Iowa by registering with the Department of Administrative Services (see web site <http://www.state.ia.us/iowapurchasing> and “click” on Vendor Registration Process) and with The Secretary of State as applicable (see web site <http://www.sos.state.ia.us> and “click” on “Business Center”)

1.21 - Miscellaneous

- A. The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The State reserves the right to waive minor deficiencies and informalities if, in the sole judgment of the State, the best interest of the State shall be served.
- C. The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.
- D. The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.

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CHAPTER 2 – CONTRACTURAL TERMS AND CONDITIONS

CONTRACT NO. CT _____
PARTIES: State of Iowa (hereinafter referred to as State),
And _____, Vendor.
DATE: _____, 2003

2.0 Preface and Agreement Term

The following contractual terms and conditions will apply to any contract resulting from Request for Proposal BD70400S027. Note: Prospective Vendors may propose other or different contractual terms and conditions; however, the State reserves the right to reject the prospective Vendor's terms and conditions in whole or in part. If a prospective Vendor takes exception to any of the terms and conditions as stated herein, a prospective Vendor must include in its response to the RFP any additional or different terms and conditions it is proposing. If a prospective Vendor takes exception to any of the terms and conditions and fails to include other or different terms and conditions in its proposal it may be grounds for the State, in its sole discretion, to declare the Vendor's proposal non-responsive and to reject the proposal from evaluation or from award. The terms and conditions as stated herein relate only to the above referenced RFP, and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the State, nor do the terms and conditions as stated herein relate to any other State procurement which may be in process.

The agreement term shall be as follows. The effective date shall be the date both parties sign the agreement. The expiration date shall be the date agreed upon by both parties for the completion of the delivery and acceptance of this project, not later than August 15, 2004.

2.1 Payments to Contractor

- A. The State shall pay the Vendor an amount not to exceed the amount stated in the Vendor's proposal for the Project. The Vendor may invoice the State monthly for actual services performed in the prior calendar month subject to any adjustments identified in this Agreement, liquidated damages or offsets pursuant to the these terms and conditions.

Partial Payments on contract may be made monthly by means of a state warrant to the extent of ninety-five percent (95%) of the value of actual work performed. Final retainage shall not be released until at least thirty-one (31) days after completion and final acceptance of all work by the DAS Project Manager, and all other contract requirements have been fulfilled, accepted and approved.

- B. Except as agreed upon by the parties and incorporated herein, the Vendor shall not be reimbursed for any operating costs incurred by the Vendor, including but not limited to:
- 1) Workers Compensation costs or insurance premiums,
 - 2) Unemployment compensation costs,

- 3) Taxes or other obligations of the Vendor associated with the provision of services requested under the RFP,
- 4) Car rentals, airfare, meals, lodging, copies, postage, etc.

Operating costs must have been incorporated in the Cost Proposal for each deliverable and the total project. A request to increase the deliverable cost amount must be reasonably related to a modification in the requirement statement and documented through a modification to the project. Except for good cause, the STATE shall not approve a modification to the requirement statement after the fact.

- C. Upon receipt of a properly submitted and appropriately documented invoice to the State, the State shall promptly process and pay the invoice within 60 days. If the Agency in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, DAS may withhold the portion of the Vendor's compensation, which represents payment for service or product not performed or delivered.
- D. The cost proposal in the Vendor's RFP70400S027 proposal response package shall be held firm indefinitely.

2.2 Assignment of Contract

The Vendor may not assign this Contract to another person or entity without the prior written consent of the State.

2.3 Incorporated Documents & General Provisions

- A. The following documents containing specifications for services requested under the RFP and this contract are listed below:
 1. This Contract together with any exhibits, attachments or addenda attached hereto and incorporated herein by reference.
 2. The Vendor's Cost Proposal in response to RFP 70400S027 attached hereto and incorporated herein by reference.
 3. The RFP 70400S027, including any and all addenda, tables, exhibits and appendices.
 4. The Vendor's Response to RFP 70400S027 incorporated herein by reference as if set forth fully in this Contract.
 5. In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.
- B. The Vendor's proposal as agreed between the State and the Vendor, including the price, is hereby accepted and the Vendor's performance shall conform to such proposal.

- C. Changes in the provisions of this Contract may be made only in writing signed by all parties hereto.
- D. This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Contract shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications of this Contract.
- E. All notices required to be given by either party to the other in accordance with the terms of this Contract shall be directed as follows:

STATE:	Name:
	Address:
	Phone Number:
	Facsimile Transmission No.:
VENDOR:	Name:
	Address:
	Phone Number
	Facsimile Transmission No.:

2.4 Acts of God (Force MAJEURE)

The Vendor shall not be considered in default under any provision of this Contract nor shall any liquidated damages be assessed if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor. Causes would include, but not be limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, war, embargoes, or quarantines.

2.5 Default; Remedies of State

- A. The State may declare the Vendor in default of its obligations under the Contract for any of the following reasons:
1. Failure by the Vendor to materially conform to the specifications as required by RFP 70400S027.
 2. A breach of any term of this Contract.
 3. Failure to meet any deadline(s) established herein.
 4. Non-performance of this agreement.
- B. The State shall issue a written notice of default providing therein for a fifteen (15) day period in which the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. Time allowed for cure of a default shall not diminish or eliminate the Vendor's liability for liquidated damages.
- C. If, after opportunity to cure, the default remains, the State may do one (1) or more of the following:

1. Exercise any remedy provided by law;
2. Terminate the contract
3. Obtain liquidated damages from the Vendor, as described herein.

2.6 Vendor's Obligations

- A. A breach of this Contract, which is the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this Contract.
- B. Should the State obtain a money judgment against the Vendor as a result of a breach of this Contract, the Vendor consents to such judgment being set-off against any and all moneys owed the Vendor by the State under this Contract or any other Contract between the Vendor and the State.
- C. Amounts due to the State as liquidated damages or any other damages may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Contract or any other Contract between the Vendor and the State. The State shall notify the Vendor in writing of any claim for liquidated damages or any damages or any other damages on or before the date the State deducts such sums from money payable to the Vendor.

2.7 Default; Remedies of Vendor

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

2.8 Termination Due to Non-Appropriation

Notwithstanding any other provision of this Contract, if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds or funding from a federal funding source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event an appropriation to cover the cost of this Contract becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Contract.

2.9 Termination for Convenience

The State may terminate this Contract for convenience for any reason upon thirty (30) days written notice to the Vendor of the State's intent to terminate, and the Vendor's sole remedy in the event of termination for convenience is payment for satisfactory services rendered prior to the date of termination for convenience, subject to liquidated damages and offsets as specified in this Contract.

2.10 In the Event of Termination for Non-appropriation or for Convenience.

In the event of termination of this Contract for any reason, the State shall not be liable for the payment of Unemployment Compensation to the Vendor's employees, nor shall the State be liable to the Vendor for payment of Workers' Compensation claims which occur during the Contract or extend beyond the date on which this Contract terminates or for any other costs incurred by the Vendor in its performance of the Contract, except amounts, if any, due and owing to the Vendor by the State on the date of termination.

2.11 Vendor Duties

- A. All records of the Vendor relating to this Contract shall be retained for five (5) years following the date of final payment under this Contract. Nothing in this Contract shall be construed to permit or authorize the Vendor to destroy or eliminate documents, records, or files in violation of any statute or rule governing the Vendor's retention of records.
- B. The Vendor agrees the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Vendor relating to all debt collection activities or the Vendor's performance under this Agreement. The Vendor shall not impose any charges for access to its books and records regarding its performance under this Contract, and shall fully cooperate with authorized representatives in the examination or audit of books and records. The State shall not impose a charge for audit or examination of the Vendor's books and records.
- C. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan, available for review.
- D. The Vendor warrants no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency with the exception of bona fide employees or selling agents retained for the purpose of securing business. In the event of breach of this subsection, which shall be considered a material term

of this Contract, the State shall have, in addition to other remedies contained herein, a right to liquidated damages in the sum of \$100.00. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this subsection is difficult, if not impossible, to measure.

- E. In the event the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Contract, all such subcontractors shall be procured with appropriate attention to the principles of competition and quality of workmanship; however, the Vendor shall not be required to adhere to the State's competitive bidding procedures in its selection of subcontractors. All records relating to subcontracts shall be retained and available for audit or examination. The Vendor shall be responsible for the performance of any subcontracts retained by the Vendor in performance of this contract.
- F. If the Vendor is a joint entity, consisting of more than one (1) individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Contract and for any default under this Contract.
- G. The Vendor shall provide and pay for all labor, materials, equipment, tools, machinery, storage, travel, lodging, meals and transportation necessary for the Vendor to provide the services required under this Contract except as otherwise provided in this Contract.
- H. Some data, policies and activities of the State are confidential. The Vendor shall preserve the confidentiality of such data, policies and activities revealed to the Vendor in the performance of this Contract. The Vendor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the State may terminate this Contract immediately without notice of default and opportunity to cure.
- I. The Vendor irrevocably consents to service of process by certified or register mail addressed to the Vendor's designated agent. The Vendor appoints as its agents to receive services of process:

VENDOR: Name:
 Address:
 Phone Number
 Facsimile Transmission No.:

If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint of new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address shall be effective only upon actual receipt by the State. Nothing in these provisions shall alter the right of the State to serve process in any other manner permitted by law.

2.12 Indemnification; Consequential and Indirect Damages

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims, damages, losses, settlements, judgments, costs and expenses, including attorney's fees (collectively damages), arising out of or resulting from the Vendor's performance or attempted performance of its obligations under this Contract; claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the design of the project; and, any violation of the Contract, provided any such damages are caused in whole or in part by an intentional or negligent act or omission by the Vendor, any subcontractor, agent, representative or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification under this subsection shall not be limited in any way by the amount or type of damages, compensation or benefits payment by or for the Vendor or a subcontractor under Workers Compensation Actions, disability benefit acts or other employee benefit acts.

The State shall not be liable to any party for lost profits, indirect, special, punitive or consequential damages arising under this Contract or from any breach or partial breach of the provisions of this Contract or arising out of any act or omission of any party to this Contract, its subcontractor, employees, servants, representatives or agents, or arising under theories of strict liability or tort.

The obligations of the respective parties under this section shall survive the expiration or termination of this Contract, including any extensions thereto, with respect to any occurrences within the term of this Contract.

2.13 Offset

In the event that Vendor is in arrears in payment of any state taxes, which are due and payable to the State, the State may offset any taxes in arrears from payments to the Vendor under this Contract.

2.14 Property Damage

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Contract. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its original condition prior to the damage at the sole expense of the Vendor. Such restoration shall be complete when judged satisfactory by the State.

2.15 Safety of Persons and Property; Insurance

A. The Vendor shall maintain in full force and effect during the term of this Contract, liability and property damage insurance to protect the Vendor, its subcontractors, if any, and the State from claims for damage which may arise from operations under this Contract, and the amount of such insurance shall not be less than the following:

<ul style="list-style-type: none"> General Liability (including contractual liability) written on an occurrence basis. 	<i>General Aggregate</i>	\$3 Million
	<i>Product Liability Aggregate</i>	\$1 Million
	<i>Personal Injury</i>	\$1 Million
	<i>Comprehensive Aggregate</i>	\$1 Million
	<i>Each Occurrence</i>	\$1 Million
<ul style="list-style-type: none"> Automobile liability, including any auto, hired autos and non-owned autos 	<i>Combined Single Limit</i>	\$1 Million
<ul style="list-style-type: none"> Workers Compensation and Employer Liability 	<i>As required by Iowa law</i>	
<ul style="list-style-type: none"> Property Damage 	<i>Each Occurrence</i>	\$1 Million
	<i>Aggregate</i>	\$1 Million

The Vendor shall arrange with its insurer for notice of cancellation of the required insurance coverage to be directed to the State in addition to any notices of cancellation, which may be directed to the Vendor. The Vendor's insurer shall state in the certificate of insurance that no cancellation of the insurance is effective without thirty (30) days prior written notice to the State. All insurance coverage required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

B. The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the job site and all other persons who may be affected thereby;
2. The public, including the State's staff and employees;
3. All the property and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Vendor or any of its subcontractors.
4. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and other improvements.

2.16 Receivership

The Vendor shall immediately, and not later than two (2) business days after any such filing, notify the State, in writing, if: (a) the Vendor files a voluntary petition in

bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangements with creditors; (b) the Vendor files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code, as amended; (c) the Vendor is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; (d) the Vendor institutes dissolution or liquidation proceedings with respect to its business; (e) an order is entered approving an involuntary petition to reorganize the business of the Vendor or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the Vendor of all or part of its property; or (f) if a writ or warrant of attachment, execution, distant, levy, possession, or any similar process which may materially affect the operation of the Vendor, is issued by any court against all or any material part of the Vendor's property.

In the event that said petition, writ or warrant is not dismissed or a stay of foreclosure obtained or said appointment, assignment, or proceedings are not rescinded or terminated within one hundred twenty (120) days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Vendor to fulfill its obligations under this Contract, then the State may terminate this Contract without penalty, unless: (a) within one hundred twenty (120) days after the election or appointment, any receiver or trustee of the Vendor, or the Vendor as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Contract; and, (b) within said one hundred twenty (120) days, the receiver or trustee, or the Vendor as a debtor-in-possession, shall have executed a Contract with the State, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Vendor in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Contract.

2.17 Obligations Beyond Agreement Term

All obligations of the State and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation shall survive the expiration, termination or cancellation of this Contract.

2.18 Authorization

Each party to this Contract represents and warrants to the other that:

- A. It has the right, power and authority to enter into and perform its obligations under this Contract.
- B. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

2.19 Sovereign Immunity

The State specifically reserves the defense of sovereign immunity as allowed by State or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

2.20 Intellectual Property

The contract shall contain various provisions regarding the intellectual property used and developed as a result of this contract including the following:

- A. Works Made for Hire. Work produced for the STATE shall be considered work made for hire and shall be owned solely by the STATE. If the works are not works for hire, then Vendor will be required to make an exclusive, perpetual, royalty-free assignment of all copyrights in such materials to the STATE and that Vendor has the right to do so.
- B. Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor shall not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.
- C. Right to Use Intellectual Property. To the extent Vendor has the right to do so, the furnishing or using of any intellectual property by Vendor in completing this contract shall confer upon the STATE the unrestricted, irrevocable right under Vendor's intellectual property rights, to make, have made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by STATE.

2.21 Security of Data

Some State of Iowa data files and documents are of a highly confidential nature; therefore, Vendor's employees shall be allowed access to this information only as needed for their duties relating to performance of the requirements of the contract. The Vendor shall have positive policies and procedures for safeguarding the confidentiality of such data, and may be liable under privacy legislation for negligent release of such information. The Vendor shall be aware its access to data and application code shall be provided only to the extent permitted by State and Federal statutes and regulations. Vendor is required to sign all appropriate confidentiality forms and to protect data to the same extent it would protect its own proprietary rights.

2.22 Miscellaneous

- A. The terms and provisions of this Contract shall be construed in accordance with the laws of the State. Any and all litigation or actions commenced in

connection with this Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability which may be available to the State.

- B. If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- C. Failure of the State at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- D. The parties agree to execute any additional documents necessary to effectuate this Contract.
- E. "Service Contracting" Terms required by the "Accountable Government Act" shall apply to a resulting contract and are included in RFP70400S027 as **Attachment IV**.

CHAPTER 3

SCOPE OF WORK AND MANDATORY REQUIREMENTS

TABLE OF CONTENTS

- 3.0 Project Description and Scope**
- 3.1 Mandatory Proposal Requirements**
- 3.2 Mandatory Project Responsibilities and Requirements**

CHAPTER 3 – SCOPE OF WORK AND MANADATORY REQUIREMENTS

The purpose of this section is to identify the mandatory requirements and conditions a proposal must fulfill before any consideration shall be given. Each statement requires a positive response by providing confirmation and/or the information requested. Describe in detail how your proposal complies with each mandatory requirement and how it shall be met. Proposals must meet the mandatory requirements detailed below. Proposals meeting all mandatory requirements shall be further evaluated as specified below.

3.0 PROJECT DESCRIPTION and SCOPE:

The State of Iowa is seeking an independent consultant to perform an analysis of the impact of full or partial consolidation of IT services and staff including reviewing collected material on IT services for the State of Iowa and gathering major business and customer requirements of the various organizations within Iowa State Government. The study shall report the effects of IT consolidation on agencies' core functions, services, activities and products; agencies' external and internal customer services; and external and internal information technology customer services.

The study is mandated by the legislature of the State of Iowa as outlined in HF 554 from the 80th Iowa General Assembly. To meet this mandate, the Consolidation Study must be completed by the Contractor and be fully accepted by the State **not later than August 15, 2004**. The funding for the study is dependent on an appropriation from the legislature during the next scheduled session of January through April 2004. It is possible the legislature will not choose to fund this study. The consolidation analysis should include the factors outlined in this RFP.

The State of Iowa, Department of Administrative Services, Information Technology Enterprise (DAS-ITE) shall collect some information for the independent consultant to use for analysis purposes. This information shall consist primarily of spreadsheets outlining IT costs, activities, personnel and infrastructure for each organization. Note: the consolidation study is **mandatory** for the Executive Branch (except for the Board of Regents and associated institutions), and **optional** for the Judicial and Legislative branches of Iowa State Government.

The independent consultant shall collect information on major business requirements and customer requirements within each organization. State of Iowa organizations shall provide, or develop through the interview process with the Contractor, a prioritized list of their organization's major requirements.

Using both the IT spreadsheets prepared by the State of Iowa and the business and customer requirements compiled by interviewing representatives from the various organizations within Iowa State Government, a consolidation study shall be organized into three (3) scenarios: Scenario One shall be the consolidation of all IT functions and staff into one centralized department, Scenario Two and Scenario Three shall propose consolidation alternatives.

The distinction between physical and logical consolidation in all three (3) scenarios must be carefully and fully delineated in the proposal. Key deliverables within the consolidation study include the following: workload analysis; competency review; cost savings analysis – including total cost of ownership and return on investment aspects; risk analysis and impact to business study; disaster recovery recommendations; implementation and migration plan; and a measurable method for meeting consolidation goals. These key deliverables are defined in more detail in following sections of this RFP.

The three (3) scenarios developed by the consultant shall be prepared with the involvement and participation of the Enterprise Infrastructure and Personnel (EIP) Assessment project team and the project steering committee. Union leadership from AFSCME, SPOC and IUP shall be surveyed to obtain their views on the consolidation, and union representation shall be sought for inclusion on the project steering committee.

The findings of the consultant shall be reviewed at major milestones and the findings shall be subject to validation. Specifically, each organization shall have opportunities to review and correct the information associated with their own particular organization.

3.1 MANDATORY PROPOSAL REQUIREMENTS:

- A. Contractor proposals must include a brief (no more than 25 pages) Process Model which explains their proposed Consolidation Study process and why they believe their approach best supports the requirements of the Request For Proposal.
- B. General Qualifications and Experience of the Contractor Firm:
 - 1. Contractor proposals must include basic corporate and sub-contractor information to include, but not be limited to, ownership, size, and relationship with larger owner, financial resources, date of incorporation, and staffing locations.
 - 2. The contractor must have successfully completed at least two major consolidation studies or implementations involving information technology (IT) activities on state wide or equivalent government level during the past 3 years and of similar scope, size and complexity. Contractor proposals must articulate (no more than 3 pages or less for each consolidation study or project) their involvement, responsibility and contact information for each consolidation study/project performed.
 - 3. Contractor proposals must include a minimum of three (3) references; include project name/description, location, contact person with phone number, and an indication of their level/degree of responsibility and accountability. At least one (1) of the references must include a major consolidation effort. The State reserves the right to contact other non-referred contacts.
- C. Project Principals Qualifications and Experience:
 - 1. The contractor's proposed Project Principals shall be identified in the proposal.

2. The contractor's Project Principals and Project Team shall not be substituted without prior approval from the State's Project Manager.
3. Resumes for the contractor's Project Principals shall be included in the proposal and shall include, at a minimum, the following information:
 - a. Academic background and degrees;
 - b. Professional certifications;
 - c. Previous management of information technology projects;
 - d. Previous experience with management of sub-contractor staff;
 - e. At least three (3) business/professional references to include: name of contacts, titles, addresses, telephone and FAX numbers;
 - f. Describe (no more than 2 pages) the Principal's project responsibilities and how the Principal's experience is applicable and relevant to this project.

D. Contractor Staff:

1. Contractor's Project Manager(s) Qualifications and Experience:
 - a. Must be identified in the proposal;
 - b. Must have a minimum of three (3) years of project management experience;
 - c. Must have a minimum of three (3) years experience in research and analysis of organizational consolidation;
 - d. Must not be substituted without prior approval of the State's Project Manager;
 - e. Must include a resume in the proposal;
 - f. Must include three (3) references in the proposal;
 - g. Contractor proposals must describe (no more than 2 pages) the Manager's project responsibilities and how the Manager's experience is applicable and relevant to this project.
2. Contractor Personnel Qualifications and Experience:
 - a. Must be identified in the proposal;
 - b. Must have at least a minimum of one (1) year of experience in research and analysis of organizational consolidation;

- c. Resumes for contractor personnel must be included in the proposal;
 - d. At least three (3) references for each contractor personnel must be included in the proposal;
 - e. Contractor proposals must describe (no more than 2 pages) the individual's project responsibilities and how the experience is applicable and relevant to this project;
- 3. The State reserves the right to review and approve contractor personnel prior to their assignment and to request changes of selected personnel after their assignment.
 - 4. Contractor shall have "all" personnel having access to State's proprietary software, programs, procedures, data, or data entrusted to the State, sign Confidentiality Agreements and may require the state contractor personnel to undergo, at the contractors expense, a background check.

E. Subcontractor Staff Qualifications and Experience:

- 1. The Contractor shall disclose, at a minimum, the following information for each subcontractor used in the performance of this Consolidation Study.
 - a. The relationship between the subcontractor and the Contractor;
 - b. The reason for using the subcontractor;
 - c. The subcontractor's organizational chart;
 - d. The specific service(s) the subcontractor will perform;
 - e. Evidence of each subcontractor's intent to participate, including a signed letter by an authorized representative;
 - f. A description of qualifications, capabilities and resources of the subcontractor;
 - g. A contingency plan to cover any subcontractor stoppage;
 - h. Sub-contractor personnel:
 - 1. Must be identified in the proposal;
 - 2. Must have at least a minimum of one (1) year of experience in research and analysis of organizational consolidation;
 - 3. Resumes for each sub-contractor personnel must be included in the proposal;
 - 4. At least three (3) references for each sub-contractor personnel must be included in the proposal.

2. The State reserves the right to review and approve sub-contractor personnel prior to their assignment and to request changes of selected personnel after their assignment.
3. Contractor shall have “all” sub-contractor personnel having access to the State’s proprietary software, programs, procedures, data, or data entrusted to the State, sign Confidentiality Agreements and may require the state contractor personnel to undergo, at the contractors expense, a background check.

F. Work Plan:

1. Contractor proposals shall include a detailed Work Plan (no more than 25 pages) for completing and obtaining the State’s acceptance of Consolidation Study. At a minimum the detailed Work Plan shall include:
 - a. A statement of project understanding affirming:
 1. Comprehension and compliance with the Project Description and Scope (3.0), and each provision of the RFP
 2. Full awareness of the State’s requirements and intended uses for the Deliverables as set forth in the RFP
 3. Deliverables shall satisfy the requirements in all material respects and are fit for such intended uses.
 - b. A detailed schedule based on the number of days and/or weeks (due to the starting date being subject to funding) required for completing the Consolidation Study and having the “Final Report” fully accepted by the EIP Project Team not later than **August 15, 2004**;
 - c. A detailed breakdown of the work structure, including activities, tasks, performance review, payment milestones, and objectives to provide the services and deliverables required to complete the Study and obtaining the State’s acceptance. The State’s Project Manager shall authorize payment upon acceptable performance and completion of payment milestones. The State shall retain 10% of each milestone payment and the entire final payment until the State has approved the study and fully accepted the “Final Report”;
 - d. Identify task relationships, overlap, and dependencies;
 - e. Staff resources assigned to the work plan, including number of staff and the percentage of time for each;
 - f. Responsibility matrix for contractor and state staff;
 - g. Start date and end date for each task;

- h. Articulate the approach to coordinating the responsibilities of the State staff with those of the contractor/sub-contractor to ensure overall project success;
 - i. A description of the methodology, development tools, standards and procedures that shall be used by the Contractor during the Project;
 - j. A description of how the Project shall be managed, prioritized, and controlled. This must include the Project management structure (with organizational chart) and the method of Project status reporting;
 - k. A Project Change Control Plan for controlling the Study and prioritizing State and Contractor change requests;
 - l. The Contractor shall include and fully articulate the following items in the proposal:
 - 1. An example and format of the Status Report that will be used throughout the Consolidation Study.
 - 2. An Acceptance Plan for obtaining State's acceptance of each deliverable.
- G. Cost Proposal. NOTE: Provided in a separate sealed package.
- 1. Vendor Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc.) to provide the requested services.
 - 2. Vendor Cost proposal shall also include a cost structure in U.S. Dollars for providing additional tasks, which are directly related (in the sole opinion of the State) to this Consolidation Study.

3.2 MANDATORY PROJECT RESPONSIBILITIES and REQUIREMENTS:

A. State Project Team Responsibilities:

The State of Iowa EIP Project Team shall, at a minimum, provide the following **“Baseline Information”** to the Contractor, reporting statistics for the past complete fiscal year (FY03) July 1, 2002, thru June 30, 2003, for the three major mainframe data centers: Information Technology Enterprise (ITE), Iowa Workforce Development (IWD) and Iowa Dept. of Transportation (DOT); and Enterprise open systems/servers and desktops.

The State does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

- 1. Personnel counts and costs.
- 2. Technology spending and utilization.

3. Occupancy costs.
4. Infrastructure support and facility issues.
5. Major application/database profiles and descriptions.
6. And make a reasonable attempt to collect other “Baseline Information” which Contractors identified in their “Proposal Intent Memo”, and submitted prior to the Mandatory Vendors’ Conference.

B. Contractor Requirements and Responsibilities:

1. Using sound/recognized business rules and processes the Contractor must perform the “Consolidation Study” by interviewing appropriate personnel throughout the Enterprise, independent research, analyzing the “Baseline Information” provided (3.2.A above) by the State of Iowa EIP Project Team, and any other research, analysis or processes necessary to develop and produce a “Final Report” of findings and recommendations. Contractor must confirm the baseline information provided by the State EIP Project Team and gather any other information necessary to complete the Consolidation Study, including but not limited to business requirements of participating organizations. Throughout the term of the contract, Contractor shall follow-up, within 10 business days after personnel interviews or other appropriate time (event), by providing a report approved and signed by the parties, documenting findings of the interview or event to the State’s Project Manager.
2. The Consolidation Study must focus on “business requirements” driving the information technology requirements. Using sound/recognized business rules the Contractor must research and analyze the “Baseline Information” provided (3.2.A above) by the State of Iowa EIP Project Team and any other research, analysis or processes necessary to identify and compile the “Major Business Requirements” for the current fiscal year (FY04) July 1, 2003, thru June 30, 2004, and known future requirements of each participating organization by platform, location and method of delivery.
3. Using sound/recognized business rules the Contractor must research and analyze the “Baseline Information” provided (3.2.A above) by the State of Iowa EIP Project Team and any other research, analysis or processes necessary to identify and compile the “Major Customer Requirements” for the current fiscal year (FY04) July 1, 2003, thru June 30, 2004, and known requirements of each participating organization by platform, location and method of delivery for categories of customers identified by the Contractor, such as, but not limited to:

- a. Specialty (i.e. specialized research, academic or business needs—such as medical, health-related, etc.);
 - b. Professional (i.e. professional licensing requirements—such as real estate, hunting, etc.);
 - c. General (all other types of customers).
4. A Consolidation Study “Final Report” must be completed and fully accepted by the State EIP Project Team not later than August 15, 2004. The form of the “Final Report” must be one (1) hardcopy original report, twenty (20) hardcopy copies, and one (1) electronic copy (i.e. on-line, CD-R) must be provided using a twelve (12) point font, Microsoft Office compatible software; i.e. MS Word, MS Excel, MS PowerPoint, etc.). At a minimum the “Final Report” must address and/or include the following:
- a. An agency-prioritized listing of the “Major Business Requirements” of each participating organization by platform, location and method of delivery.
 - b. An agency-prioritized listing of the “Major Customer Requirements” of each participating organization by platform, location and method of delivery for the categories of customers identified in 3.2.B.3 above.
 - c. Include three (3) prioritized consolidation scenarios ranked most favorable to least favorable and how/why the ranking was established as follows:
 - a) one scenario must be for consolidating all IT functions and staff into one centralized location/department
 - b) alternative consolidation plan 1; and
 - c) alternative consolidation plan 2.Each scenario must, at a minimum, address and/or include the following:
 - 1. A complete explanation and description of the scenario.
 - 2. Articulate on the:
 - a. Assumptions that were made;
 - b. Advantages/disadvantages/pros/cons
 - c. Cost savings analysis, including aspects for total cost of ownership and return on investment.

- d. Risk analysis and impact to business study (The complexity and sophistication of delivering business services must be analyzed. The risk analysis should include but not be limited to: software license risks, migration risks, security risks, data risks, data security risks, data migration when switching ASPs, data hosting risks, availability of services, effects of a change in structure on business services, and others);
 - e. Performance impacts of resulting design and changes to the architecture based on business needs;
 - f. Barriers, opportunities (Consider working relationships with other departments--how one department will help out another--often these arrangements are not performed via an SLA but are informal in nature).
3. Provide Benchmarks, data and/or work papers to support the scenario. Consider what other states have done in consolidating IT assets, successes and failures. Identify benefits from consolidations and areas of improvement, along with lessons learned.
4. Address the financial implications (cumulative by state fiscal year) that shall result over a five (5) year period including, but not limited to:
- a. Funding sources/availability of funds/impacts to laws/grants/federal contracts and requirements, etc (Federal monies, grant requirements and other funding requirements need to be captured in the assessment. Identify those areas in laws, regulations, grants or rules that will need to be amended, rewritten or revised) (Leftover funding of some programs was used to purchase equipment for the agency. This situation requires some equipment cannot be owned by another entity but the original agency);
 - b. Billing and chargeback (Fees generated by some systems must be maintained and kept separate from state and other monies, and funding sources are required to be separate for some programs, grants, etc.);
 - c. Inventory and ownership of assets/products;

- d. Contractual considerations (modifications/various termination dates/etc).
- 5. Address the impact on current and future Enterprise processes that will result on a year-to-year basis by State fiscal year for a period of five (5) years.
- 6. Address the impact on internal business processes (i.e. security, customer relations, helpdesks, business continuity, other business processes, etc) that will result on a year-to-year basis by State fiscal year for a period of five (5) years.
- 7. Address the impact to personnel and workloads (i.e. staffing, training, competencies, etc) that will result on a year-to-year basis by State fiscal year for a period of five (5) years including, but not limited to:
 - a. Workload analysis plan;
 - b. Skills/training requirements;
 - c. Human side of consolidation – morale, staffing issues, pending retirements, loss of expertise;
 - d. Impact to support functions such as Help Desk and support functions.
- 8. Address the physical and organizational implications including, but not limited to:
 - a. Recommend and propose number of physical locations for Data Centers along with related and associated costs in each scenario;
 - b. Location/ of data center(s)/personnel (Requirements exist for some agencies that demand or guide: staffing levels, storage of backups, ownership of certain equipment, placement and construction of facilities, network design, etc.);
 - c. Infrastructure Support and facility requirements (HVAC, electrical, UPS and networks);

- d. Plan for hardware redundancy and architecture required configurations;
 - e. Software redundancy and/or requirements;
 - f. Security considerations (facilities, network, data, etc);
 - g. Management structure and Table of Organization;
 - h. Recommended changes to standards and policies;
 - i. Contingency plan/disaster recovery recommendations;
 - j. Business Workflow along with defined measurements;
 - k. Communications and feedback needs.
9. Include a high-level implementation and migration plan including, but not limited to:
- a. Project Plan showing a work plan with realistic timeframes for implementing; implementation costs by FY when FYs are spanned;
 - b. Project Plan dealing with Critical applications and setting priorities for installation;
 - c. Resources to implement consolidation/on-going needs;
 - d. Installations plans (include disposition of existing hardware and software);
 - e. Business requirements during transitional and final phases of consolidation.
10. Include a measurable method, on a year-to-year basis by State fiscal year over a five-year period to determine the State's potential for meeting the following goals, included but not limited to:
- a. Improving Customer, internal and external, satisfaction.

- b. Improving Employee satisfaction.
 - c. Improving IT personnel competencies.
 - d. Improving service delivery cycle by time, quality, and unit cost.
 - e. Improving major asset utilization (Mainframe, Servers, etc.).
 - f. Improving reliability, performance and total cost of ownership of major applications.
5. The Contractor must submit weekly reports of project status with a schedule of activities, action items, risk factors and options to minimize risks, and progress of all completed, ongoing, and planned project activities. These reports shall summarize any outstanding project issues or obstacles and detail any proposed deviations from planned activities, schedules or staffing. Contractor must specify who the responsible personnel are for each activity, action item, tasks, and expected date of completion. The Contractor's project staff and the State's project staff shall meet weekly to discuss the progress and schedule of the project.
6. The Contractor shall deliver all documentation, work papers, interview reports, etc. for review and acceptance by the State EIP Project Team throughout the project. The State may grant acceptance, reject portions of or the complete document, request contractor revisions be made, or other appropriate action.
7. The Contractor must meet on a weekly basis, or more frequently at the State's option, with the State EIP Project Team/Manager.
8. The Contractor must, as necessary, participate in meetings scheduled by the State EIP Project Team/Manager.
9. If additional information is required the Contractor must request it with sufficient lead-time as to not delay any part of the project schedule.
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CHAPTER 4

PROPOSAL FORMAT AND EVALUATION CRITERIA

TABLE OF CONTENTS

4.0 Proposal Instructions

4.1 Proposal Contents

4.2 Evaluation Process

4.3 Evaluation Points

4.0 PROPOSAL INSTRUCTIONS

The contents of the Official Proposal Response Package shall be as defined herein. Failure to adhere to these instructions shall be grounds to rule the “Official Proposal Response Package” non-compliant with the requirements of this RFP

The “Official Proposal Response Package” shall consist of 2 separately sealed packages:

Technical Proposal (labeled and sealed package including the following documents)

One (1) original in hard-copy labeled “ORIGINAL TECHNICAL PROPOSAL” and containing all original signature

Fifteen (15) copies in hard-copy format, of the Original Technical Proposal, labeled Copy 1 of 15, Copy 2 of 15, Copy 3 of 15, Copy 4 of 15, Copy 5 of 15, etc.

One (1) copy in electronic format in Microsoft Office compatible software of the Original Technical Proposal

One (1) copy in hard-copy format of the Technical Proposal, labeled “Public Copy”, from which all confidential information has been excised

Cost Proposal (labeled and sealed package including the following documents)

One (1) original in hard-copy labeled “ORIGINAL COST PROPOSAL” and containing all original information and signatures.

Fifteen (15) copies in hard-copy format, of the Original Cost Proposal, labeled Copy 1 of 15, Copy 2 of 15, Copy 3 of 15, Copy 4 of 15, and Copy 5 of 15, etc.

One (1) copy in electronic format in Microsoft Office compatible software of the Original Cost Proposal

One (1) copy in hard-copy format of the Original Cost Proposal, labeled “Public Copy”, from which all confidential information has been excised

The outside of the “Official Proposal Response Package” shall be clearly labeled with the following information:

- Vendor’s Contact Person Name (as listed on the Proposal Intent Memo)
- Vendor’s Contact Person E-Mail Address (as listed on the Proposal Intent Memo)
- Company Name and Mailing Address (as listed on the Proposal Intent Memo)
- Project Title: Consolidation Analysis RFP70400S027
- Proposal Due Date and 3:00 P.M.
- Issuing Officer’s Name: Jeanette Chupp, Purchasing Agent III

4.1 PROPOSAL CONTENTS

The **Technical Proposal** shall consist of the following elements in the order given below. Note: Pricing shall NOT appear in the Technical Proposal.

- A. Cover or Title Page, labeled “Consolidation Analysis RFP70400S027 Technical Proposal”, and appropriately marked whether it is the Original, Copy 1 of 15 etc., Electronic Copy, or Public Copy.
- B. Table of Contents
- C. Attachment I. “Proposal Certification” Form.

- D. Attachment II. "Certification of Confidentiality/Nondisclosure Agreement"
- E. Attachment III. "Certification of Independence and No Conflict of Interest"
- F. Executive Summary (no more than one page)
- G. Administrative, Contractual, Service Requirements

- The Vendor shall provide a positive statement of understanding or compliance with respect to Chapter 1 – Administrative Issues and Chapter 2 – Contractual Terms and Conditions. The prospective Vendor shall provide a positive statement with respect to Chapter 2 of the RFP by stating the prospective Vendor has read, understands and shall comply with the contents of Chapter 2. Failure to provide a statement shall be deemed acceptance by the Vendor of the terms and conditions as stated. The Vendor may take exception to individual terms and conditions as required by the State by itemizing the specific RFP Section Number/Letter to which you take an exception, and providing the substituted language; however, the Vendor's exceptions may be rejected by the State and the entire proposal deemed non-responsive. The State may elect to negotiate with the successful Vendor regarding contractual terms and conditions which do not materially alter the substantive requirements of RFP 70400S027 or the Vendor's response to RFP70400S027.

- H. Itemized response to the following points identified in RFP Section 3.1 MANDATORY PROPOSAL REQUIREMENTS: Each point shall be ***alphabetically/numerically*** labeled and include the wording as it appears in Section 3.1 in *italics*, followed by the Vendor's response to each point in regular (non-italic) typed letters.

RFP Section 3.1, Point A.

RFP Section 3.1, Point B.1., B.2., B.3.

RFP Section 3.1, Point C.1., C.2., C.3.a., C.3.b., C.3.c., C.3.d., C.3.e., C.3.f.

RFP Section 3.1, Point D.1.a., D.1.b., D.1.c., D.1.d., D.1.e., D.1.f., D.1.g., D.2.a., D.2.b., D.2.c., D.2.d., D.2.e., D.3., and D.4.

RFP Section 3.1, Point E.1.a., E.1.b., E.1.c., E.1.d., E.1.e., E.1.f., E.1.g., E.1.h.1, E.1.h.2., E.1.h.3., E.1.h.4., E.2., E.3.,

RFP Section 3.1, Point F.1., F.1.a.1, F.1.a.2., F.1.a.3., F.1.b., F.1.c., F.1.d., F.1.e., F.1.f., F.1.g., F.1.h., F.1.i., F.1.j., F.1.k., F.1.l.1., F.1.l.2.

Note: Additional points added/deleted/changed in Section 3.1 by Addendums to the RFP shall also be added/deleted/changed in the Vendor's itemized response package.

The **Cost Proposal** shall consist of the following elements in the order given below.
Note: The Cost Proposal shall not be confidential.

- A. Cover or Title Page, labeled “Consolidation Analysis RFP70400S027, Cost Proposal”, and appropriately marked whether it is the Original, Copy 1 of 15 etc., Electronic Copy, or Public Copy.
- B. Table of Contents
- C. Attachment I. “Proposal Certification” Form
- D. Itemized Response to the following points identified in RFP Section 3.1.G. MANDATORY PROPOSAL REQUIREMENTS. Each point shall be *alphabetically/numerically* labeled and include the wording as it appears in Section 3.1.G. in *italics*, followed by the Vendor’s response to each point in regular (non-italic) typed letters

RFP Section 3.1., Point G.1.

RFP Section 3.1., Point G.2.

Note: Additional points added/deleted/changed in Section 3.1 by Addendums to the RFP shall also be added/deleted/changed in the Vendor’s itemized response package.

4.2 EVALUATION PROCESS

- A. The Issuing Officer for the Department of Administrative Services, General Services Enterprise shall receive all “Official Proposal Response Packages” on or before the proposal due date and time set forth in the “Schedule of Events”. Late proposals, e-mailed proposals, faxed proposals and proposals provided on forms printed from any internet web-site shall not be accepted.
- B. The Issuing Officer shall create an “Abstract of Proposals” listing each Vendor who submitted a proposal. This abstract shall be released to all Vendors who submitted proposals and shall be made available to the public upon request.
- C. The State shall review all proposals for compliance with the proposal format instructions and contents instructions as required by RFP70400S027, Section 4.0, and 4.1. Those proposals which do not meet these instructions shall be retained by the Issuing Officer. Those proposals which meet these instructions shall be released to the Chairman of the Evaluation Committee.
- D. The Chairman of the Evaluation Committee shall direct the Evaluation Committee in reviewing and scoring each proposal the Evaluation Committee received, by the Evaluation Points identified in RFP70400S027, Section 4.3 Evaluation Points

- E. The Evaluation Committee reserves the right to make one (1) written request for additional information during the evaluation process, to assist in understanding or clarifying a vendor's proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the contents of the proposal. At its option, the State may accept any Vendor's proposal as written. Because the State may use this option, each Vendor shall include in their proposal response package all requirements, terms or conditions it may have, and shall not assume an opportunity will exist to add such matters after the Vendor's proposal response package has been submitted.
- F. The Evaluation Committee shall score the proposals. The Evaluation Committee reserves the right to determine two (2) finalists who shall be the two (2) Vendors whose proposals scored the highest number of Evaluation Points, and request an oral presentation and/or conduct a Best and Final Offer (BAFO) process with ONLY the two (2) finalists. Oral presentations and/or submission of BAFOs shall be scheduled at a due date and time determined by the State. Any BAFO requested by the State shall be submitted in sealed envelopes to the Issuing Officer on or before the time and date determined by the State. Evaluation of BAFOs and/or oral presentations shall be conducted and scored in exactly the same manner as the original proposals. Scores from the two (2) finalists on any BAFO and/or oral presentation shall replace the score achieved in the original evaluation.
- G. The Evaluation Committee shall determine the awarded vendor by the highest number of evaluation points.
- H. At the completion of the evaluation process itemized above, the Issuing Officer shall release a "Notice of Intent to Award", with the Evaluation Committee Chairman's Evaluation Point Scores (the average from all participating evaluation committee members) to all Vendors who responded to the RFP. There shall be a five (5) working day period after the date of the "Notice of Intent to Award", during which time all Vendors may discuss the intended award with the State, before a contract shall be further pursued with the awarded Vendor.
- I. In the event the awarded vendor does not agree with the State's contracting requirements and does not enter into a contract with the State, the State reserves the right to enter into a contract with the second highest scoring vendor.
- J. After the State has released a "Notice of Intent to Award", the "Public Copies" and Cost Proposals of all Vendor's proposal response packages shall be released for public inspection and review.

4.3 EVALUATION POINTS:

- A. Total evaluation points to be earned: 1,000 points

The total costs shall be used in the Cost Formula below to compute the relative number of points awarded to each Cost Proposal (except the lowest priced cost proposal). The lowest priced Cost Proposal (meeting all mandatory requirements) shall receive the maximum number of available points (300 or 30%) allocated to total cost.

$$\frac{\text{Lowest Priced Cost Proposal's Total Cost}}{\text{Vendor/Contractor's Proposed Total Cost}} \times 300 \text{ Points} = \text{Cost Points}$$

- B. Technical Proposals which meet all mandatory requirements shall be reviewed and analyzed by the State's evaluation committee. ANY PROPOSAL RESPONSE PACKAGE WHICH FAILS TO MEET ALL MANDATORY REQUIREMENTS SHALL BE DEEMED NON-COMPLIANT.

The Evaluation Committee shall award points based upon how well, in the Evaluation Committee's sole opinion, each Technical Proposal Response Package meets and addresses the requirements of the RFP. The points shall be awarded as listed below:

1. Up to a maximum of 250 total points shall be awarded for the Process Model (3.1.A.)
 2. Up to a maximum of 50 total points shall be awarded for General Qualifications and Experience (3.1.B.)
 3. Up to a maximum of 50 total points shall be awarded for the Project Principals Qualifications and Experience (3.1.C.)
 4. Up to a maximum of 50 total points shall be awarded for Staff Qualifications and Experience (3.1.D.)
 5. Up to a maximum of 50 total points shall be awarded for any Subcontractor Staff Qualifications and Experience (3.1.E.)
 6. Up to a maximum of 250 points shall be awarded for the Contractors Work Plan (3.1.F.)
-

ATTACHMENT I. RFP70400S027**PROSPECTIVE VENDOR/CONTRACTOR – SIGN AND SUBMIT CERTIFICATION
WITH TECHNICAL PROPOSAL and COST PROPOSAL.****PROPOSAL CERTIFICATION**

I certify I have the authority to bind the vendor/contractor indicated below to the specific terms, conditions and technical specifications required in the attached RFP70400S027 and offered in this proposal. I understand by submitting this proposal, the vendor/contractor indicated below agrees to provide the services which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor/contractor.

I certify the contents of the proposal are true and accurate and the vendor/contractor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor/Contractor Organization

ATTACHMENT II. RFP70400S027**PROSPECTIVE VENDOR/CONTRACTOR – SIGN AND SUBMIT CERTIFICATION
WITH TECHNICAL PROPOSAL.****CERTIFICATION OF CONFIDENTIALITY
AND NONDISCLOSURE AGREEMENT**

I _____ (Print Name)

For _____ (Vendor/Contractor)

acknowledge in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and such information is designated as “proprietary and confidential”.

I acknowledge my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the resulting contract. If there is doubt over confidentiality, we shall regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

ATTACHMENT III. RFP70400S027**PROSPECTIVE VENDOR/CONTRACTOR – SIGN AND SUBMIT CERTIFICATION
WITH TECHNICAL PROPOSAL.****CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP70400S027, the vendor/contractor certifies (and in the case of a joint proposal, each party thereto certifies) the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors/contractors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor/contractor and shall not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor/contractor; no attempt has been made or shall be made by the vendor to induce any other vendor/contractor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or shall exist during the contract period between the vendor/contractor and the Department that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor/Contractor Organization

ATTACHMENT IV. RFP70400S027

SERVICE CONTRACTING

Accountable Government Act

The Accountable Government Act requires that all service contracts include clauses in three interrelated categories:

- Payment terms
- Monitoring performance
- Reviewing performance

These three clauses will need to work in harmony with each other.

1. Payment terms

Agencies need to tie the amount or basis for paying a service provider to the provider's performance under the contract. Type of fees include:

- **Base Fee/At-Risk Fee:** With this type of payment clause, the contract has a total fee that is divided into a "base" fee and an "at-risk" fee. For example, the contract may provide for a maximum total fee of \$100,000. The contract could then be divided into a base fee of 90% and at-risk fee of 10%. The contract would provide that the service provider would receive 90% of the total fee for performing the contract. The remaining 10% of the contract would remain "at-risk", meaning that the service provider would receive the 10% of the total fee if it met the performance criteria described in the contract. As a result, the 10% is used to provide the service provider an incentive to perform well under the contract.
- **Minimum Payment plus Incentives/Disincentives:** With this type of payment clause, you establish some minimum or basic performance criteria that the service provider must meet in order to receive any payment. If the service provider meets these minimum criteria, it is entitled to receive the basic payment provided for in the clause. In addition to the minimum requirements, this type of payment clause provides incentives (and disincentives) for meeting (or failing to meet) additional desired outcomes, outputs, or performance criteria. For example,
 - 1) The contract could entitle the service provider to receive some percentage of a minimum fee as an incentive to meet additional performance criteria.
 - 2) You could provide a maximum incentive fee and pay the service provider the fee if it meets a stated performance criteria (i.e. pay a lump sum incentive fee of \$10,000 if the service provider meets the stated performance criteria)

- 3) You could establish a maximum incentive fee available and pay the service provider a percentage of that available fee for each performance criteria it meets (i.e. if there is a maximum incentive of \$9,000 available, you could identify three separate performance criteria and pay the service provider \$3,000 for each one of these separate criteria that it meets).

Ideally, disincentives should also be used if the service provider fails to meet performance criteria. Disincentives might include refunding (or withholding) a portion of the fee the service provider would otherwise be entitled to. But you must be careful to avoid disincentives that are so severe they constitute a penalty because contractual penalties are unenforceable.

- **Straight Contingency Fee:** A classic example of a straight contingency fee is when you hire a lawyer to represent you for a personal injury lawsuit and that lawyer agrees that you will only have to pay him/her if you win the case. In government, this could be a consulting contract where the service provider's job is to help find and implement cost savings measures and the service provider will be paid a portion of the money saved.
- **Retainage:** This type of payment clause provides that the agency retain some amount of the payment that the service provider would otherwise be paid to ensure that the service provider meets the performance criteria. The agency will not pay the retained payments if the service provider fails to meet the performance criteria, and this serves as a disincentive for poor performance. The retained amount is paid to the service provider if it meets the stated performance criteria by the end of the contract or some other agreed upon interval.
- **Base Fee plus Contingent Fee:** This type of payment clause provides a base fee that the service provider will receive for performing the contract plus a contingency fee for obtaining outcomes, outputs, or meeting performance criteria. For example, a contract for consultant services to help structure an agency so it will be more efficient and save money might include a payment clause that provides a base fee of \$10,000 to allow the service provider to cover its overhead costs plus a contingency fee of 20% of any cost savings the service provider helps the agency achieve.
- **Other Payment Clauses:** The rules are designed to give agencies flexibility to use other payment clauses if the agency determines that a different payment clause would more effectively tie payment to the service provider's performance and is suitable and appropriate in a particular contract.

2. Monitoring Performance

Agencies need to effectively monitor whether a service provider is actually complying with contract terms and meeting the performance criteria. Keep in

mind that monitoring is not going to be performed by lawyers – use common everyday language when possible. Monitoring should be comprehensive, systematic, and well documented. The following are types of monitoring plans described in the rules [401IAC 13.4(2)] means and when it might be appropriate to use it:

- **100 Percent Inspection:** This means that you are going to check 100 percent of the service provider's work under the contract. This type of monitoring might be considered when service provider will be performing tasks infrequently, when there is an easy method for checking all the service provider's work, or when it is imperative that the tasks be performed in accordance with stringent performance criteria (health or safety issues).
- **Random Sampling:** This method mean that you are going to check some random portion of the service provider's performance to determine whether the service provider is meeting the performance criteria in that sampling. The method often works well when the service provider is performing recurring tasks.
- **Periodic Inspection:** This method, sometimes called "planned sampling" consist of the evaluation of tasks selected on other than a 100 percent or random basis. It may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable.
- **Customer Input:** In this method, you use customers input to evaluate the service provider's performance under the contract. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g. dining facilities, building services, customer surveys and customer complaints may be a primary monitoring method, and customer satisfaction an appropriate performance criteria. In all cases, complaints should be documented, preferably on a standard form.
- **Invoices Itemizing Work Performed:** In this method, you carefully review detailed invoices provided by the service provider. This method may be appropriate when invoices provide reliable information to help you determine when the performance criteria have been met.
- **Other Monitoring Plan:** The rules are designed to give agencies flexibility to use another method of monitoring the service provider's performance if the agency determines that a different plan would effectively oversee the service provider's compliance with the contractual requirements of a particular contract.

3. Reviewing Performance

The contract must also include a clause describing methods to effectively review performance of the contract. According to the statute, the review clause should include (but not be limited to) performance measurements. Service contracts need to include practical, workable, objective and precise performance measures. "Performance measures" may include quality, input, output, efficiency, or outcome measures, and are intended to assist you in determining whether

performance has been satisfactory. Because the type of services contracted for will vary widely from agency to agency, it is not possible to devise a one-size-fits-all measurement standard. The key is to tailor means of assessing performance to the specific circumstances involved. Rules that define each of the types measure are as follows:

- **Outcome Measures:** means the mathematical expression of the effect on customers, clients, the environment, or infrastructure that reflects the purpose of the service, product, or activity produced or provided.
- **Output measures:** means the number of services, products or activities produced or provided.
- **Efficiency measures:** means unit cost or level of productivity associated with a given service, product or activity.

Quality measures: means a mathematical expression of how well the service, product or activity was delivered, based on characteristics determined to be important to the customer.